IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

TUESDAY, THE 3RD APRIL 2007 / 13TH CHAITHRA 1930

WP(C).No. 29266 of 2006(H)

PETITIONER:

---

1. MOHAMMED HANEEFA,
PUTHENPARAMBIL, CHALIKKUNNU, KOTTAYAM.

2. AMEENA BEEVI @ AMEER BEEVI,
PUTHENPARAMBIL, CHALIKKUNNU, KOTTAYAM.

BY ADV. SRI.V.V.NANDAGOPAL NAMBIAR
SRI.T.P.PRADEEP

RESPONDENTS:

---

1. THE GENERAL MANAGER,
KOTTAYAM DISTRICT CO-OPERATIVE BANK LTD.,
KOTTAYAM.

2. THE BRANCH MANAGER,
KOTTAYAM DISTRICT CO-OPERATIVE BANK LTD.,
KOTTAYAM.

BY ADV. SRI.T.R.HARIKUMAR

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 03/04/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C) No. 29266/2006

APPENDIX

PETITIONER'S EXHIBITS

P1 : COPY OF THE NOTICE DATED 14/08/2006 DEMANDING A SUM OF RS. 8,68,993/-.

P2 : COPY OF THE REPRESENTATION SUBMITTED TO 1ST RESPONDENT DATED 31/10/2006.

// TRUE COPY //

PA TO JUDGE.

jg

C.N. RAMACHANDRAN NAIR, J.

W.P.(C). NO. 29266 OF 2006

Dated this the 3rd day of April, 2007

J U D G M E N T

Petitioners approached this Court challenging the recovery proceedings initiated for recovery of arrears of loan availed by them from the 1st respondent Bank. It is conceded that during pendency of the original petition, petitioners remitted Rs. 1.69 lakhs and settled one loan account. According to the petitioners, the remaining loan is only a house-building loan, which is covered by Ext.P1 notice. The loan is repayable in the course of 20 years starting from 2004. The recovery is instituted only because the petitioners have committed arrears in payment of installments. Since the petitioners have cleared one loan account and since the petitioners have undertaken to clear the accrued installment arrears in the housing loan account, I feel the installment facility can be restored to the petitioners.

2. This original petition is accordingly disposed of directing the respondents to permit the petitioners to pay the accrued installment arrears that have been fallen due up to 30th April, 2007 in 10 equal monthly installments with future interest payable along with monthly installment from May 2007 onwards. Besides this, the petitioners will

pay regular installments on due dates from that month onwards. If they commit default in payment of any of the installments as above, the Bank is free to proceed against them for recovery of the entire arrears.

3. If any other loan amount is outstanding from the petitioners, it is for the petitioners to offer payment within a reasonable time and it is for the Bank to consider whether any concession can be given to the petitioners under the one time settlement scheme for settlement.

The writ petition is disposed of as above.

C.N. RAMACHANDRAN NAIR,
JUDGE

vps

KURIAN JOSEPH, JUDGE

OP NO.

JUDGMENT

21st DECEMBER, 2006